Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

ANTHONY R. AMATUZZI,

Plaintiff,

-against-

ST. JUDE MEDICAL, INC. and ST. JUDE MEDICAL S.C., INC.,

Defendants.

Index No.
Date Purchased
Plaintiff(s) designate(s)
KINGS
County as the place of trial.

The basis of venue is
Plaintiff's address

SUMMONS
Plaintiff(s)' address:

1625 West 2nd Street
Brooklyn, New York 11223

To the above named Defendant(s):

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney(s) within **twenty** days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November , 2016

THIS IS AN E-FILE CASE

ENTER YOUR APPEARANCE AT
HTTPS://IAPPS.COURTS.STATE.NY.US.NYSCEF

SEE RIDER ANNEXED

JAROSLAWICZ & JAROS PLLC
Co-Counsel for Plaintiff(s)
225 Broadway, 24th Floor
New York, New York 10007
(212) 227-2780

By: **David Jaroslawicz**

LAW OFFICES OF
DENISE MORTNER KRANZ & ASSOCIATES
Co-Counsel for Plaintiff(s)
570 Lexington Avenue, 16th Floor
New York, New York 10022
(212) 697-5520

Defendant(s) address(es):

ST. JUDE MEDICAL, INC.
One St. Jude Medical Drive
St. Paul, MN 55117-9913

ST. JUDE MEDICAL S.C., INC.
6300 Bee Cave Road
Austin, Texas 78746

Rider to Summons

NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING
SUPREME COURT CASES

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as allowed by CPLR § 2111 and Uniform Rule § 202.5-b (consensual electronic filing). This notice is being served as required by that Rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

1) **Parties represented by an attorney:** An attorney representing a party who is served with this Notice must promptly either consent or decline consent to electronic filing and service through NYSCEF for this case. Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to www.nycourts.gov/efile. Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

2) **Parties not represented by an attorney: Unrepresented litigants are exempt from e-filing. They can serve and file all documents in paper form and must be served with all documents in paper form.** However, an unrepresented litigant may consent to participate in efiling.

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efileunrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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ANTHONY R. AMATUZZI,

Plaintiff,

-against-

ST. JUDE MEDICAL, INC. and ST. JUDE MEDICAL S.C., INC.,

Defendants.

----------x

Index No.

VERIFIED COMPLAINT

Plaintiff, by his attorneys, Jaroslawicz & Jaros, LLC and Law Offices of Denise Mortner Kranz & Associates, complaining of the defendants, upon information and belief, allege as follows:

THE PARTIES

1. At all times hereinafter mentioned, plaintiff is a resident of the State of New York, County of Kings.

2. At all times hereinafter mentioned, defendant St. Jude Medical, Inc. is a foreign corporation, duly organized and existing under and by virtue of the laws of the State of Minnesota, doing business in the State of New York.

3. At all times hereinafter mentioned, defendant St. Jude Medical, Inc. designed, manufactured, distributed and sold pacemakers.

4. At all times hereinafter mentioned, defendant St. Jude Medical S.C., Inc. is a foreign corporation, duly organized and existing under and by virtue of the laws of the State of Minnesota, authorized to do business and doing business in the State of New York.

5. At all times hereinafter mentioned, defendant St. Jude Medical S.C., Inc. is a subsidiary of St. Jude Medical, Inc.

6. At all times hereinafter mentioned, defendant St. Jude Medical S.C., Inc. designed, manufactured, distributed and sold pacemakers.

THE UNDERLYING FACTS

7. In or about January 2015, plaintiff had one of defendants' pacemakers implanted at the VA Hospital in Brooklyn.

8. At approximately the end of October 2016, plaintiff received a telephone call from the VA Hospital informing him that there was a problem with the pacemaker that had been implanted in him and its battery, and that the plaintiff had to go to the hospital.

9. When plaintiff appeared at the hospital, one Rose, who is believed to be a technician at the VA Hospital, gave plaintiff a monitor for the pacemaker that could be hooked up to a telephone landline and plaintiff would be notified if there was a failure of the device.

10. Plaintiff was also scheduled for surgery to replace the pacemaker on November 15, 2016 with Dr. Weinstock at the VA Hospital.

11. Plaintiff had also received a letter, which is undated, labeled "Important Medical Device Advisory" (Exhibit A), indicating that defendants blamed defects in the pacemaker on the battery.

AS AND FOR A FIRST CAUSE OF ACTION

12. Defendants, by their agents, servants, and/or employees, were reckless, careless and negligent in that the pacemaker was admittedly defective in that the battery and battery system did not operate properly but could be depleted prematurely due to formation of lithium clusters causing a short circuit (Exhibit A); in causing plaintiff to have a monitor connected to a landline for several weeks and to have his pacemaker removed and replaced with one that was not defective; in failing to perform proper tests of the pacemaker and the battery; in violating applicable laws, rules and regulations; and defendants were otherwise reckless, careless and negligent.

13. As a result of defendants' negligence, plaintiff was required to undergo a period of severe mental anguish and distress; was required to undergo surgery to replace the defective battery which surgery would not have been necessary but for the defects of the pacemaker; was required to be hospitalized; additional scarring and adhesions; fear of dying; and plaintiff has been otherwise damaged, all of which damages are permanent in nature and continuing into the future.

14. By reason of the foregoing, plaintiff is entitled to recover all of his damages from the defendants.

AS AND FOR A SECOND CAUSE OF ACTION

15. The pacemaker designed, manufactured, distributed and sold by the defendants was defective in that it was not properly assembled; was dangerously designed; did not have proper warnings or instructions; could not be properly used for circumstances of this nature; was made of inferior and shoddy materials; had a defective battery; and the pacemaker was otherwise defective.

16. As a result of the defendants' negligence, plaintiff was caused to suffer severe and permanent personal injuries as aforesaid.

17. By reason of the foregoing, defendants are liable to the plaintiff under the doctrine of strict product liability.

18. By reason of the foregoing, plaintiff is entitled to recover for all of his damages from the defendants.

AS AND FOR A THIRD CAUSE OF ACTION

19. Plaintiff repeats, reiterates and realleges each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

20. Defendants, by their agents, servants, and/or employees, breached the warranty that the pacemaker was of merchantable quality and fit for the purpose intended as required by the Uniform Commercial Code 2-314 *et seq.*

21. That the defendant represented that the pacemaker it designed, manufactured and distributed was warranted and fit for the purpose intended when, in

fact, the pacemaker was not fit for the purpose intended; was defective and hazardous as aforesaid; and caused plaintiff to be injured as aforesaid.

22. That the defendant's warranty misrepresented the safety of the pacemaker.

23. By reason of the defendants' breach of warranty, plaintiff was caused to suffer severe and permanent personal injuries as set forth above.

24. By reason of the foregoing, plaintiff is entitled to recover from the defendants for all of his damages

WHEREFORE, plaintiff demands judgment against the defendants to recover for all of his damages, all together with the costs and disbursements of this action.

JAROSLAWICZ & JAROS PLLC
Co-Counsel for Plaintiff
225 Broadway, 24th Floor
New York, New York 10007
(212) 227-2780

By: _____
David Jaroslawicz

LAW OFFICES OF
DENISE MORTNER KRANZ & ASSOCIATES
Co-Counsel for Plaintiff
570 Lexington Avenue, 16th Floor
New York, New York 10022
(212) 697-5520

DAVID JAROSLAWICZ, a member of the firm of JAROSLAWICZ & JAROS, attorneys for the plaintiff(s) in the within action, duly admitted to practice in the Courts of the State of New York, affirms the following statements to be true under the penalties of perjury, pursuant to Rule 2016 of the CPLR:

That he has read the foregoing **Complaint** and knows the contents thereof; that the same is true to his own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

Affiant further states that the source of his information and the grounds of his belief are derived from the file maintained in the normal course of business of the attorneys for the plaintiff(s).

Affiant further states that the reason this affirmation is not made by the plaintiff(s) is that at the time this document was being prepared, the plaintiff(s) was (were) not within the County of New York, which is the County where the attorney for the plaintiff(s) herein maintains his office.

Dated: New York, New York
November 28, 2016

DAVID JAROSLAWICZ

EXHIBIT A

ST. JUDE MEDICAL

St. Jude Medical, Inc.
Global Headquarters
One St. Jude Medical Drive
St. Paul, MN 55117-9913 USA
Tel 651 756 2000
sjm.com

Important Medical Device Advisory

Dear St. Jude Medical Patient:

What you need to know:

St. Jude Medical recently announced a global medical device advisory for a subset of our company's Fortify™, Fortify Assura™, Quadra Assura™, Unify™, Unify Assura™ and Unify Quadra™ implantable cardiac defibrillator (ICD) and cardiac resynchronization therapy defibrillator (CRT-D) devices. This advisory was implemented after an analysis found that some devices manufactured prior to May 2015 contain batteries which may run out of energy earlier than expected. This is termed: "**Premature Battery Depletion**".

Our records indicate that you have a device made prior to May 2015.

The likelihood that this will impact your health is low, as the vast majority of devices have not experienced Premature Battery Depletion.

Currently, 841 devices returned to SJM out of 398,740 (0.21%) devices sold worldwide that are subject to this advisory have demonstrated batteries that have run out of energy earlier than expected. Note that, in general, complaints made to SJM are sometimes underreported and that this rate may change.

The cause for Premature Battery Depletion is attributed to the formation of lithium clusters within the battery causing a short circuit. There is a possibility that affected devices may lose battery power within days. Thus far, there have been two (2) deaths and ten (10) serious events (fainting) that may have been associated with premature battery depletion.

What we have done:

In order to ensure your safety and help you determine next steps with your doctor, we are providing you with this notice. In addition, we have informed your doctor who manages your St. Jude Medical device. A dedicated website has been set up to provide you with current information on this advisory:

www.sjm.com/batteryadvisory

If you have any questions, we have also established a telephone hotline for you to call:

1-866-915-5065

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ST. JUDE MEDICAL

St. Jude Medical, Inc.
Global Headquarters
One St. Jude Medical Drive
St. Paul, MN 55117-9913 USA
Tel 651 756 2000
sjm.com

What you need to do:

You play an important part in knowing if your device has been affected by Premature Battery Depletion.

1. **At-Home Monitoring** - You may know that St. Jude Medical devices are capable of remote monitoring. This is a proven method of proactively monitoring devices without the need for an in-person office visit. If you do not already utilize remote monitoring for your device, **your physician may soon discuss using Merlin@Home** with you if they feel it is appropriate. Patients can also visit https://www.sjm.com/en/patients/arrhythmias/our-solutions/remote-monitoring.

2. **Vibratory Alert -** Your device is designed to deliver a vibratory alert to you when the battery is nearing its end of life. The device also delivers a notification to your physician with Merlin@Home or during a doctor visit. Your physician may have helped you experience a test alert to ensure you know what this alert feels like. **If you experience a vibratory alert, we recommend that you contact your doctor promptly.**

3. **It is important for you to understand that if your device is not experiencing Premature Battery Depletion**, replacing your device is **NOT** recommended by St. Jude Medical or our medical advisory board. We are advising physicians on the recommended follow-up of devices subject to this advisory. Your doctor will determine the best course of action with you.

We sincerely apologize for any difficulties this current issue causes you or your caregivers. We take this matter very seriously. Please know that we are available to assist you if you are having problems with your device.

Sincerely,

Jeff Fecho
VP, Global Quality

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Plaintiff,

-against-

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Defendants.

Summons & Verified Complaint

LAW OFFICES OF
JAROSLAWICZ & JAROS PLLC
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